

EXHIBIT 2-F

**Declaration of
Buckhead Cellular Communications Partnership**

This Declaration is given this 18 day of January, 1999 under penalty of perjury under the laws of the United States of America.



Sanford H. Levings

Buckhead Cellular Communications Partnership

EXHIBIT 2-G

**Declaration of
ZDT Partnership**

DECLARATION

I, William E. Zimsky, do hereby declare that:

1. I am a General Partner of ZDT Partnership ("ZDT"), which is a party to CC Docket No. 91-142 (the "Consolidated Proceeding").

2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including ZDT) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.

3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreements except as set forth in the Settlement Agreements and in the Declaration of Thomas Domencich, and there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.

4. Through January 20, 1999, ZDT has incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$167,814.66.

5. I have reviewed the foregoing Joint Motion for Ruling Regarding Settlement Agreements or, Alternatively, for Approval and Partial Waiver. Except for facts of which the Commission may take official notice, the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

EXHIBIT 3-A

**Declaration of A-1 Cellular of Texas, L.P.
(formerly A-1 Cellular Communications)**

DECLARATION

I, Frederick W. Ball, am a Member of A-1 Cellular Communications, L.L.C. (the "Licensee"), which held the Block A cellular authorization for the Texas 10 – Navarro Market 661 Rural Service Area (the "Market") until it was assigned following FCC consent.

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 8th day of January, 1999 under penalty of perjury under the laws of the United States of America.

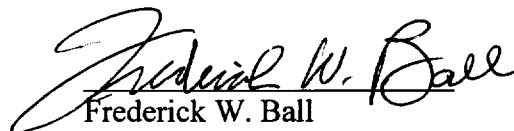

Frederick W. Ball

EXHIBIT 3-B

**Declaration of A-1 Cellular Communications, L.L.C.
(formerly A-1 Cellular Communications)**

DECLARATION

I, Frederick W. Ball, am a Member A-1 Cellular Communications, L.L.C., General Partner in A-1 Cellular of Texas, L.L.C., which is General Partner in A-1 Cellular of Texas, L.P. (the "Licensee"), which held the Block A cellular authorization for the Missouri 11 – Moniteau Market 514 Rural Service Area (the "Market") until it was assigned following FCC consent.

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

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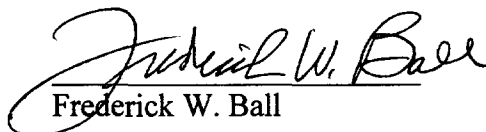

Frederick W. Ball

EXHIBIT 3-C

**Declaration of Alabama Wireless, Inc.
(formerly Algreg Cellular Engineering)**

DECLARATION

I, Gregory A. Neely, am the President of Alabama Wireless, Inc., the *pro forma* assignee of myself individually dba Algreg Cellular Engineering (the "Licensee"), which holds the Block A cellular authorization for the Alabama-1-Franklin (FCC Market No. 307A) Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 11th day of January, 1999 under penalty of perjury under the laws of the United States of America.


Gregory A. Neely

EXHIBIT 3-D

Declaration of Bay Cellular of Florida

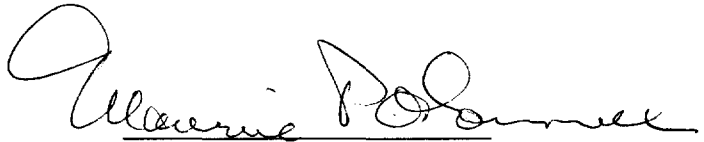
DECLARATION

I, Maurice P. O'Connell, am a General Partner of Bay Cellular of Florida (the "Licensee"), which holds the Block A cellular authorization for the Mississippi 5 – Washington Market 497 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 8 day of January, 1999 under penalty of perjury under the laws of the United States of America.



Maurice P. O'Connell

EXHIBIT 3-E

**Declaration of Bravo Cellular, L.L.C.
(formerly Bravo Cellular)**

I, Phillip L. Kosh, am a Managing Member of Bravo Cellular, L.L.C. (the successor to Bravo Cellular, "Licensee"), which holds the Block A cellular authorization for Market 579, North Carolina 15 - Cabarrus, Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Bravo Cellular and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Bravo Cellular and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively, Bravo Cellular and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 31st day of January, 1999 under penalty of perjury under the laws of the United States of America.


Phillip L. Kosh

EXHIBIT 3-F

**Declaration of Cel-Tel Communications of Ohio, Ltd.
(formerly Cel-Tel Communications)**

DECLARATION

I, Frank McSweeney, am President of Cel-Tel Communications of Ohio, Ltd., which holds the Block A cellular authorization for the Ohio 5 – Hancock Market 589 Rural Service Area (the “Market”).

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the “Petitioners”) resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the “Parties” to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with their resolution of the disputes involving the Market. None of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreement except as set forth in the Settlement Agreement. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 13th day of January, 1999 under penalty of perjury under the laws of the United States of America.

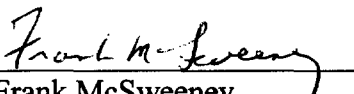

Frank McSweeney

EXHIBIT 3-G

Declaration of Centaur Partnership

DECLARATION

I, JoAnne Goolsby, am a General Partner of Centaur Partnership (the "Licensee"), which holds the Block A cellular authorization for the South Carolina 7 – Calhoun Market 631 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 8th day of January, 1999 under penalty of perjury under the laws of the United States of America.

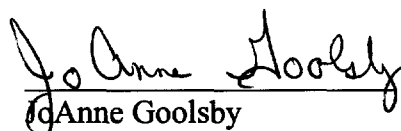

JoAnne Goolsby

EXHIBIT 3-H

**Declaration of Cranford Cellular Communications, L.L.C.
(formerly Cranford Cellular Communications)**

DECLARATION

I, Frederick J. Spotts, am a Member of Cranford Cellular Communications, L.L.C. (the "Licensee"), which holds the Block A cellular authorization for the Alabama 5 – Cleburne Market 311 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 9 day of January, 1999 under penalty of perjury under the laws of the United States of America.

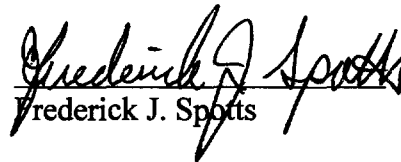

Frederick J. Spotts

EXHIBIT 3-I

**Declaration of EJM Cellular, L.L.C.
(formerly EJM Cellular Partners)**

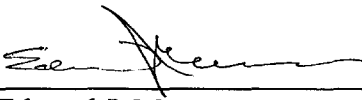
DECLARATION

I, Edward J. Massey, am a Member of EJM Cellular Communications, L.L.C. (the "Licensee"), which holds the Block A cellular authorization for the Oklahoma 1 – Cimarron Market 596 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 9 day of January, 1999 under penalty of perjury under the laws of the United States of America.



Edward J. Massey

EXHIBIT 3-J

**Declaration of EJM Cellular, L.L.C.
(formerly EJM Cellular Partners)**

DECLARATION

I, Edward J. Massey, am a Member of EJM Cellular Communications, L.L.C. (the "Licensee"), which holds the Block A cellular authorization for the Wyoming 4 – Niobrara Market 721 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 9 day of January, 1999 under penalty of perjury under the laws of the United States of America.

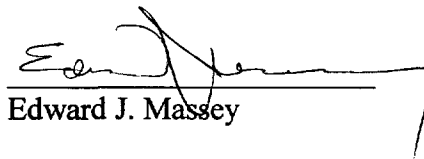

Edward J. Massey

EXHIBIT 3-K

Declaration of Florida Cellular

DECLARATION

I, Michael J. Carter, am the Managing General Partner of Florida Cellular ("Licensee"), which holds the Block A cellular authorization for Market 505, Missouri 2 - Harrison, Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Florida Cellular and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Florida Cellular and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively, Florida Cellular and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 22 day of January, 1999 under penalty of perjury under the laws of the United States of America.


Michael J. Carter

EXHIBIT 3-L

Declaration of Pinellas Communications

DECLARATION

I, John E. Hoffman, am a General Partner of Pinellas Communications (the "Licensee"), which holds the Block A cellular authorization for the Pennsylvania 2 – McKean Market 613 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 8TH day of January, 1999 under penalty of perjury under the laws of the United States of America.

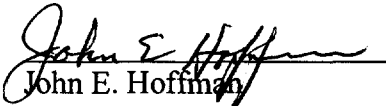

John E. Hoffman

EXHIBIT 3-M

**Declaration of South Carolina Cellular Corporation
(formerly Signal Cellular Communications)**

DECLARATION

I, Helen Baker, am the Secretary of South Carolina Cellular Corporation, the *pro forma* assignee of Signal Cellular Communications (the "Licensee"), which holds the Block A cellular authorization for the South Carolina-8-Hampton (FCC Market No. 632A) Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 7 day of January, 1999 under penalty of perjury under the laws of the United States of America.


Helen Baker

EXHIBIT 3-N

**Declaration of Jaybar Communications, L.L.C.
(formerly Jaybar Communications)**

DECLARATION

I, Robert E. Hewell, am a Member of Jaybar Communications, L.L.C. (the "Licensee"), which holds the Block A cellular authorization for the Arizona 6 – Graham Market 323 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 8th day of January, 1999 under penalty of perjury under the laws of the United States of America.



Robert E. Hewell

EXHIBIT 3-O

Declaration of Alee Cellular Communications

DECLARATION

I, Becky Jo Clark, am a General Partner of Alee Cellular Communications (the "Licensee"), which holds the Block A cellular authorization for the New Mexico 3 – Catron Market 555 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Licensee and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") resolving litigation between Licensee and the Petitioners in CC Docket No. 91-142 with respect to the Market. Collectively Licensee and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

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This Declaration is given this 11 day of January, 1999 under penalty of perjury under the laws of the United States of America.


Becky Jo Clark

EXHIBIT 3-P

Declaration of Cellular Pacific

DECLARATION

I, Wallace T.U. Leong, am the Managing General Partner, Cellular Pacific, which holds the Block A cellular authorization for the California RSA 11 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Cellular Pacific and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") looking toward the mutual withdrawal of Petitions for Reconsideration in CC Docket No. 91-142. Collectively, Cellular Pacific and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with the dismissal of the Petitions for Reconsideration involving the Market. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 13th day of January, 1999 under penalty of perjury under the laws of the United States of America.

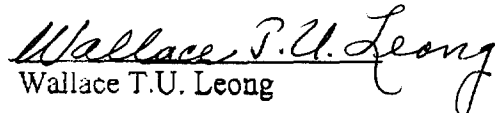

Wallace T.U. Leong

EXHIBIT 3-Q

Declaration of Data Cellular Systems

DECLARATION

I, Robert E. Baker, am the Managing General Partner, Data Cellular Systems, which holds the Block A cellular authorization for the California RSA 10 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between Data Cellular Systems and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") looking toward the mutual withdrawal of Petitions for Reconsideration in CC Docket No. 91-142. Collectively, Data Cellular Systems and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with the dismissal of the Petitions for Reconsideration involving the Market. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 13th day of January, 1999 under penalty of perjury under the laws of the United States of America.

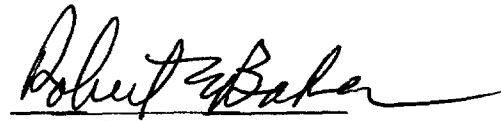

Robert E. Baker

EXHIBIT 3-R

Declaration of North American Cellular

DECLARATION

I, Elinor I. Leong, am the Managing General Partner, North American Cellular, which holds the Block A cellular authorization for the Idaho 1 Rural Service Area (the "Market").

1. I am familiar with the facts and circumstances surrounding the Settlement Agreement entered into between North American Cellular and the Committee for a Fair Lottery, Thomas Domencich, Applicants Against Lottery Abuses, Miller Communications, Inc., Skywave Communications, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners") looking toward the mutual withdrawal of Petitions for Reconsideration in CC Docket No. 91-142. Collectively, North American Cellular and the Petitioners are referred to as the "Parties" to the Settlement Agreement.

2. The Settlement Agreement sets forth the exact nature and amount of any and all consideration promised to, promised by, given to or received by the Parties in connection with the dismissal of the Petitions for Reconsideration involving the Market. There are no oral agreements, or written agreements other than the Settlement Agreement, relating to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Market.

This Declaration is given this 13 day of January, 1999 under penalty of perjury under the laws of the United States of America.

Elinor I. Leong
Elinor I. Leong

EXHIBIT 4

DECLARATION OF THOMAS DOMENCICH

**DECLARATION IN SUPPORT OF JOINT MOTION
FOR RULINGS REGARDING SETTLEMENT AGREEMENTS OR,
ALTERNATIVELY, FOR APPROVAL AND PARTIAL WAIVER**

I, Thomas Domencich, do hereby declare that:

1. I am a member of and the contact representative for the Committee for a Fair Lottery ("CFL"). CFL is an unincorporated association of individuals and companies each of which filed applications with the Federal Communications Commission ("FCC") seeking authorizations to provide cellular telephone service on the Block A (non-wireline) frequencies in each of the 428 Rural Service Areas ("RSAs").

2. I filed cellular applications because of my longstanding involvement and active participation in the cellular telephone industry. I am an economist and financial analyst by training. I have had a long career as a financial and economic consultant, first at Arthur D. Little where I was a staff economist, then at Charles River Associates where I was Vice President, and since 1974 at Thomas Domencich, Inc. of which I am the sole principal. At all three consulting firms I have specialized in the economics of regulated industries. Since 1982 my consulting work has centered chiefly on the cellular telephone industry, although I also have been involved as a consultant and/or principal in the SMR, MMDS, paging, and microwave radio businesses.

3. My initial involvement in the cellular industry occurred when I was retained to prepare the business plan, estimate the capital requirements and develop the tariff for Metromedia's Block A cellular application for the New York City Metropolitan Service Area ("MSA"). Metromedia won the New York City Block A MSA license in a comparative hearing. I subsequently was retained by various clients to prepare the financial aspects of applications for 42 of the top 90 MSA markets. I also prepared the market projections and financial showings for clients filing applications in all MSA markets 91 and below, and in all RSA markets. My

qualifications are a matter of record before the FCC.

4. Based upon my financial analysis, I elected to pursue cellular licensing in my own right. I participated as a partner in several cellular applications in MSAs 31 to 90, as a full owner in applications in all MSA markets 91 and below, and in all RSA markets.

5. A company I owned, Merrimack Telecommunications Corp., won the Block A cellular license for the Appleton, Wisconsin MSA. I constructed the system, which ultimately was acquired by McCaw Communications, a larger adjoining market operator who was in the process of consolidating cellular markets throughout Wisconsin.

6. I also secured minority ownership interests in some 35 cellular markets as a result of the cellular settlement process that took place in the MSA markets. I still hold a number of these interests. When the governing agreements allow me to do so, I actively participate in the meetings and decisions pertaining to the cellular operations in which I hold interests. On many occasions I have served on various managing committees or boards of these cellular licensees.

7. Because of my longstanding active involvement in the cellular business, I frequently have been engaged as a consultant in the capacity of a broker/advisor to licensees exploring the prospects of selling their cellular properties.

8. As a result of my training and my cellular background and experience, I believe I am qualified to quantify the value of cellular markets.

9. At the request of CFL, Applicants Against Lottery Abuse, the Cellular Applicants' Coalition, Miller Communications, Inc., Skywave Partners, Inc., Buckhead Cellular Communications Partnership, and ZDT Partnership (collectively, the "Petitioners"), I have reviewed the Block A cellular RSA markets that are at issue in CC Docket No. 91-142 (the

“Consolidated Proceeding”) for the purpose of estimating the value of the authorizations that are at stake in the Consolidated Proceeding, and also the “Expected Value” of the Petitioners in these authorizations given their prospects of success, assuming that the Petitioners’ applications were included in a relottery of the subject RSA markets. My conclusions are as follows:

a. There were twenty-three markets^{1/} originally at issue in the Consolidated Proceeding (the “Litigated Markets”) with populations, based upon 1996 Donnelley population estimates, ranging from a low of 25,400 to a high of 424,500. The aggregate population of the markets is 4,060,100.

b. The value of cellular markets frequently is expressed in terms of the “price per pop”, which means the total fair market value of the market in dollars, divided by the total population. For example, if a market with a total population of 1,000,000 sold for \$150,000,000, the “price per pop” would be \$150.00.

c. I have reviewed information available to me concerning the sales price in publicly reported cellular transactions, the stock prices of publicly-traded cellular companies in relation to the areas served, private cellular transactions of which I am aware (some of which I participated in as a broker/advisor), and other relevant information concerning cellular values generally, and the Litigated Markets in particular. On the basis of this information and my professional experience, I estimate that the price per pop for the Litigated Markets, considered as a whole, is between \$100 and \$200. By this I mean that although some markets might sell for less than \$100 per pop and others for more than \$200 per pop, the average of all Litigated

^{1/} This number includes New Era’s Arkansas 9 RSA, which the Commission deleted from the caption of the Consolidated Proceeding.

Markets would be in the \$100 to \$200 per pop range.^{2/}

d. Based upon my evaluation of the range in which the price per pop would fall for the Litigated Markets, I estimate the total value of these markets, in the aggregate, to be between \$400 million and \$800 million.

e. Petitioners have reached settlement agreements with the grantee or licensee of each of the markets involved in the Consolidated Proceeding (excluding the market deleted from the caption). The settlement agreements entered into between Petitioners and other parties to the Consolidated Proceeding call for aggregate payments to Petitioners of \$6,300,573, of which \$3,124,633.13 represents a reimbursement of expenses incurred through January 19, 1999 in preparing, filing, and prosecuting applications of Petitioners' members and the Consolidated Proceeding. The balance (\$3,175,939.87) represents the consideration the Petitioners are receiving in exchange for relinquishing their legal claims.

f. By considering the number of competing lottery applicants in a particular RSA market, and the fair market value of the license at issue, it is possible to calculate the "Expected Value" of a lottery applicant's pending application. For example, if a person is a party to one of ten pending applications in a market valued at \$10 million, the pending application has an Expected Value of \$1 million (one chance out of 10 of winning a \$10,000,000 market). Similarly, considering the Petitioners as a group and the Litigated Markets as a group, it is possible to calculate the total Expected Value of the Petitioners in the applications of their

^{2/} Of course, the per pop price of certain markets could be substantially higher based on particular demographic and other market factors. The \$100 to \$200 per pop estimate used here may be conservative in light of the June 1998 sale by PriCellular of RSA markets encompassing approximately 5 million total pops for \$275 per pop.

constituent members.

g. I have reviewed the number of lottery applications that were accepted for filing in each of the Settled Markets. Based upon prior decisions of the FCC, I have assumed that not all of the pending applicants would have been found qualified to hold the cellular license if they were to win a relottery, and I have further assumed that some of the applicants would not perfect their applications if selected because they are no longer following the Commission's proceedings given the time elapsed since the applications were filed. I also have taken into consideration the total number of applicants in each market represented by the Petitioners based upon information supplied to me by each Petitioner.

h. Based upon the foregoing analysis, I estimate that the Petitioners would, in the aggregate, constitute between 5% and 10% of the qualified applicants in any relottery of the Settled Markets. This means that the Expected Value of their pending applications is between \$20 million (5% of the total value at the lower \$100 per pop figure) and just over \$80 million (10% of the total value at the higher \$200 per pop figure).


i. Therefore, I conclude that the aggregate amount of the settlement payments to be received by the Petitioners is far less than the Petitioners' Expected Value in their members' pending cellular applications. If the Commission included in a relottery only applications of those who preserved their rights through timely participation in the Consolidated Proceeding, the Expected Value of the Petitioners would increase dramatically.

j. Moreover, I conclude that the aggregate settlement payments to Petitioners represent a substantial discount from the Expected Value of Petitioners' members in their applications. As such, the settlement payments represent, in my view, a reasonable compromise

of the disputed claims taking into consideration the expenses and uncertainties associated with continued litigation.

10. Based upon my knowledge, information, and belief formed from my dealings with the CFL participants, I believe that all of CFL's members pursued their cellular applications with the *bona fide* intention of constructing and operating cellular systems in any markets in which they received authorizations. CFL has been motivated to pursue litigation in the Consolidated Proceeding not by a desire to extract any settlement payment, but rather to have its members' applications included in a relottery. To this day, CFL would relinquish any and all promised settlement payments in exchange for an assurance that a relottery would be conducted in the contested markets in which the applications of its members would be included along with all other qualified applicants who originally applied in the Litigated Markets, thereby giving the Petitioners the opportunity to realize the Expected Value by giving them the chance to win a relottery against similarly qualified applicants. Based upon these circumstances, there is no basis for Commission concern that Petitioners pursued this litigation to secure settlement agreements.

This Declaration is given this 29th day of January, 1999, under penalty of perjury under the laws of the United States.


Thomas Domencich

WDC-105044v2

CERTIFICATE OF SERVICE

I, Shandila Collins, hereby certify that on this 5th day of February 1999, I caused true and correct copies of the foregoing "Joint Motion for Rulings Regarding Settlement Agreements or, Alternatively, for Approval and Partial Waiver" to be delivered via U.S. first class mail, postage prepaid, addressed to the following parties of record in CC Docket No. 91-142:

Chairman William E. Kennard *
Federal Communications Commission
The Portals
445 12th Street, S.W.
Eighth Floor
Washington, D.C. 20554

Daniel M. Armstrong, Esq. *
Roberta L. Cook, Esq.
Office of General Counsel
Federal Communications Commission
The Portals
445 12th Street, S.W., Room 8-C723
Washington, D.C. 20554

Commissioner Harold Furchtgott-Roth *
Federal Communications Commission
The Portals
445 12th Street, S.W.
Eighth Floor
Washington, D.C. 20554

John Riffer, Esq. *
Office of General Counsel
Federal Communications Commission
The Portals
445 12th Street, S.W., Room 8-C723
Washington, D.C. 20554

Commissioner Susan Ness *
Federal Communications Commission
The Portals
445 12th Street, S.W.
Eighth Floor
Washington, D.C. 20554

Thomas Sugrue *
Chief
Wireless Telecommunications Bureau
Federal Communications Commission
2025 M Street, N.W., Room 5002
Washington, D.C. 20554

Commissioner Michael K. Powell *
Federal Communications Commission
The Portals
445 12th Street, S.W.
Eighth Floor
Washington, D.C. 20554

John P. Bankson, Jr., Esq.
Drinker, Biddle & Reath
901 15th Street, N.W.
Suite 900
Washington, D.C. 20005-2503

Commissioner Gloria Tristani *
Federal Communications Commission
The Portals
445 12th Street, S.W.
Eighth Floor
Washington, D.C. 20554

Alan Y. Naftalin, Esq.
Koteen & Naftalin, L.L.P.
1150 Connecticut Avenue, N.W.
Washington, D.C. 20036

Larry S. Solomon, Esq.
Shook, Hardy & Bacon, L.L.P.
801 Pennsylvania Avenue, N.W.
Suite 600
Washington, D.C. 20004-2165

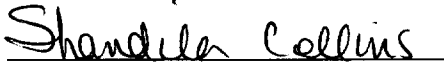
David J. Kaufman, Esq.
Brown, Nietert & Kaufman, Chartered
1920 N Street, N.W.
Suite 660
Washington, D.C. 20036

David L. Hill, Esq.
O'Connor & Hannan, L.L.P.
1919 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20006

Peter Gutmann, Esq.
Pepper & Corazzini, L.L.P.
1776 K Street, N.W.
Suite 200
Washington, D.C. 20006

*** By Hand**

Courtesy copies of the foregoing "Joint Motion for Rulings Regarding Settlement Agreements or, Alternatively, for Approval and Partial Waiver" also were delivered via U.S. first class mail, postage prepaid, to A. Thomas Carroccio, Esq., Harry F. Cole, Esq., and William J. Franklin, Esq., who are not parties of record in CC Docket No. 91-142.


Shandila Collins